

**AGENDA  
CITY OF LOWELL  
REGULAR COUNCIL MEETING  
JANUARY 6, 2009**

CALL TO ORDER OF REGULAR COUNCIL MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

SWEARING IN CEREMONY – BRENDA DeSHIELDS, BENTON COUNTY  
CIRCUIT COURT CLERK

ROLL CALL

CONSENT AGENDA

LOWELL CITY COUNCIL MINUTES REGULAR MEETING – December 16, 2008

PUBLIC FORUM

PRESENTATION OF ORDINANCES AND RESOLUTIONS

OLD BUSINESS – None.

NEW BUSINESS

- a. AREA AGENCY ON AGING – Greg Stanfill
- b. CHRISTIE CREEK SEWER LINE EXTENSION – Mayor Perry Long
- c. AN ORDINANCE AMENDING ORDINANCES OF THE CITY OF  
LOWELL TO AMEND PLUMBING PERMIT AND INSPECTION FEES  
– Don Harkins

COMMITTEE REPORTS AND SETTING OF COMMITTEE MEETINGS

PARK, RECREATION AND SPECIAL EVENTS COMMITTEE  
STREETS & SIDEWALKS COMMITTEE  
PERSONNEL COMMITTEE  
FINANCE COMMITTEE  
UTILITIES COMMITTEE (WATER-SEWER-SOLID WASTE)  
ORDINANCE COMMITTEE  
MUSEUM COMMITTEE

ANNOUNCEMENTS

ADJOURNMENT

**LOWELL CITY COUNCIL MINUTES**  
**December 16, 2008 ~ 7:00 P.M.**

CALL TO ORDER: The Regular Meeting of the Lowell City Council was called to order at 7:00 p.m. by Mayor Perry Long at the Lowell City Court Building.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by the Mayor.

INVOCATION: The Invocation was offered by Planning Commissioner Eldon Long.

ROLL CALL: Mayor Long asked for a roll call. City Clerk Janette Lasater made a verbal roll call. Council Members present were: Kamela LeMons, Jerry Foley, Eric Schein, Darrin Brock, Keith Williams, Carol Harmon, Marty Lathem and Paula Allred. There was a quorum. City Attorney Tom Kieklak was also present. A roster of all others in attendance is filed with these minutes.

The Mayor reported on the status of the move to the new City Hall.

CONSENT AGENDA:

**LOWELL CITY COUNCIL MINUTES REGULAR MEETING – December 2, 2008**  
**FINANCIAL STATEMENT FOR NOVEMBER 30, 2008**

Councilwoman Carol Harmon asked questions concerning the financial statement in comparison with the amended budget. Finance Director Mary Mason addressed her questions.

**☒ There was a motion to approve the consent agenda.**

Motion: Keith Williams

Second: Paula Allred

Vote Aye: LeMons, Foley, Schein, Brock, Williams, Harmon, Lathem, and Allred.

Vote Nay: None.

**The motion carried and the consent agenda was approved.**

PUBLIC FORUM: Public Forum began at 7:05 p.m. and ended at 7:08 p.m. Guy Schumaker made an FOIA request for the whereabouts of the 12' x 25' greenhouse donated to the City a couple of years ago. He also asked why on the correspondence and on the budget which was presented to the City Council, the position of City Clerk is not shown on the chart as an independent department. The position of City Clerk is not shown on an organizational chart. He asked that the responses be mailed to him. Mr. Schumaker also made a presentation to Councilwoman Carol Harmon for the outstanding job she has done during her term on the Council.

PRESENTATION OF ORDINANCES AND RESOLUTIONS:

OLD BUSINESS: None.

NEW BUSINESS:

**a. AGREEMENT BETWEEN THE BENHAM COMPANIES, LLC AND THE CITY OF LOWELL RE LINCOLN STREET IMPROVEMENTS PROJECT**

Planning Director Michael Solomon explained the agreement and asked the Council to give a voice vote approving execution of the agreement. He also answered questions by the Council.

There was a voice vote to approve execution of the agreement. No opposition was stated.

**b. ESCROW AGREEMENT WITH BEST AUTO RECON CENTER REGARDING COMPLETION OF STREET AND DRAINAGE STRUCTURE IMPROVEMENTS ON LINCOLN STREET**

Planning Director Michael Solomon explained how the \$88,000 was calculated by Benham Engineering. Best Auto's engineer said he thought that amount was excessive. Best Auto has agreed to pay any amount in excess of \$75,000 and the City will reimburse any amount less than \$75,000.

**☒ There was a motion to approve execution of the agreement.**

Motion: Eric Schein

Second: Keith Williams

Vote Aye: Lathem, Brock, Foley, Allred, Williams, Schein, and LeMons.

Vote Nay: Harmon.

**The motion carried.**

**c. AN ORDINANCE AUTHORIZING THE WAIVER OF THE REQUIREMENT OF COMPETITIVE BIDDING FOR THE PURCHASE OF AN AUDIO VISUAL SYSTEM FOR THE COUNCIL/COMMUNITY ROOM FOR THE CITY OF LOWELL, ARKANSAS**

Information Systems Director Eric Seyfried explained the options and answered questions by the Council. There was concern by some of the Council that this matter had not been presented to them sooner and that the system is already installed and \$53,000 spent without Council pre-approval. Without this additional expense, the City Hall project would be within budget. With this expense, the project will be approximately \$40,000 over budget.

**☒ There was a motion to suspend the rules and place on third and final reading by title only.**

Motion: Keith Williams

Second: Darrin Brock

Vote Aye: Brock, Allred, Schein, Foley, and Williams.

Vote Nay: Harmon, Lathem, and LeMons.

The Mayor voted Aye for a two-thirds (2/3) majority of 6 to 3.

**The motion carried and the Ordinance was read by title only by the Mayor.**

**☒ There was a motion to approve the Ordinance as read.**

Motion: Jerry Foley

Second: Darrin Brock

Vote Aye: Allred, Williams, Foley, Schein, and Brock.

Vote Nay: Harmon, LeMons, and Lathem.

**The Ordinance was approved and assigned Ordinance No. 851.**

**d. A RESOLUTION SETTING FORTH THE MEETING RULES OF THE CITY COUNCIL FOR THE CITY OF LOWELL, ARKANSAS**

This resolution is to change the location for the City Council meetings.

**☒ There was a motion to approve the Resolution.**

Motion: Eric Schein

Second: Keith Williams

Vote Aye: Foley, Brock, Allred, Williams, Schein, Lathem, Harmon, and LeMons.

Vote Nay: None.

**The motion carried and the Resolution was assigned Resolution No. 08-15.**

**e. A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE CITY OF SPRINGDALE, AR FOR THE PROVISION OF AMBULANCE SERVICE TO THE CITY OF LOWELL**

Fire Chief Mike Morris stated that after review of the plans for an ambulance service, he believes it would be in the City's best interest to enter into this contract with the City of Springdale and look toward the following year for providing our own service. After answering questions by the Council, Chief Morris requested the Council approve this resolution.

**☒ There was a motion to approve the Resolution.**

Motion: Jerry Foley

Second: Darrin Brock

Vote Aye: Williams, Harmon, Allred, Foley, Brock, Schein, LeMons, and Lathem.

Vote Nay: None.

**The motion carried and the Resolution was assigned Resolution No. 08-16.**

**f. CONTRACT ADDENDUM NO. 2 WITH ROLL OFF SERVICES**

Director of Municipal Services, Shawn Ingram requested the Council consider the Contract Addendum. He provided answers to questions by the Council. There were no representatives from Roll Off present to respond to the Council's concerns.

Councilman Keith Williams requested this matter be referred to the Utilities Committee for their review and recommendation. After consultation among the Council, it was agreed that the Utilities Committee meet on Thursday, December 18, 2008, 5:30 p.m., at City Hall.

**☒ There was a motion to send this item to the Utilities Committee for its review.**

Motion: Darrin Brock

Second: Eric Schein

Vote Aye: Harmon, Allred, LeMons, Brock, Williams, Lathem, Schein, and Foley.

Vote Nay: None.

**The motion carried.**

**g. A RESOLUTION ADOPTING AN AMENDED 2008 BUDGET FOR THE CITY OF LOWELL, ARKANSAS**

Finance Director Mary Mason presented the amended 2008 budget and asked for questions from the Council.

**☒ There was a motion to approve the Resolution.**

Motion: Darrin Brock

Second: Keith Williams

Vote Aye: Schein, LeMons, Foley, Lathem, Allred, Williams, and Brock.

Vote Nay: Harmon.

**The motion carried and the Resolution was assigned Resolution No. 08-17.**

**h. A RESOLUTION ADOPTING THE 2009 BUDGET FOR THE CITY OF LOWELL, ARKANSAS**

Finance Director Mary Mason presented the amended 2008 budget and asked for questions from the Council.

**☒ There was a motion to approve the Resolution.**

Motion: Darrin Brock

Second: Jerry Foley

Vote Aye: LeMons, Allred, Brock, Lathem, Foley, Williams, and Schein.

Vote Nay: Harmon.

**The motion carried and the Resolution was assigned Resolution No. 08-18.**

**SETTING OF COMMITTEE MEETINGS/ANNOUNCEMENTS:**

**PARK, RECREATION AND SPECIAL EVENTS COMMITTEE:** No meeting scheduled.

**STREETS & SIDEWALKS COMMITTEE:** No meeting scheduled. The Mayor reported that a bid notice has been published for rebuilding Lincoln Street. The

bid opening is set for January 7, 2009. There will also be a bid notice for rebuilding Robinson Street with the bid opening set for January 21, 2009.

PERSONNEL COMMITTEE: No meeting scheduled.

FINANCE COMMITTEE: No meeting scheduled.

UTILITIES COMMITTEE: Meeting scheduled for Thursday, December 18, 2008, at 5:30 p.m. at City Hall.

ORDINANCE COMMITTEE: No meeting scheduled. Councilman Keith Williams suggested a meeting be scheduled as soon as possible after the holidays. The committee needs more input from the citizens. There was a request that the Mayor have a city employee pull together additional information for the committee's consideration.

MUSEUM COMMITTEE: Meetings are held each month on the second Tuesday of each month, 6:00 p.m. at the Museum. Open house is scheduled for Friday, December 19, 2008 from 12:30 p.m. to 7:00 p.m. The next meeting is scheduled for Tuesday, January 13, 2009

PRESENTATION BY MAYOR: The Mayor presented plaques to outgoing Councilwomen Carol Harmon and Kamela LeMons, thanking them for their service to the community over the past two years. They received a standing ovation by the Council and the audience.

ADJOURNMENT: Motion to adjourn by Councilman Darrin Brock. There being no objection, the meeting adjourned at 7:55 p.m.

APPROVED:

\_\_\_\_\_  
PERRY LONG, Mayor

ATTEST:

\_\_\_\_\_  
JANETTE LASATER, City Clerk

0002

# USE / LEASE AGREEMENT CITY OF LOWELL – CITY COUNCIL ROOM

This agreement is entered into on January 10, 2009 between the Area Agency on Aging of Northwest Arkansas of 1510 Rock Springs Road, City of Harrison, County of Boone, State of Arkansas, referred to as lessee and the City of Lowell of 201 Presidential Drive, City of Lowell, County of Benton, State of Arkansas referred to as lessor.

## Recitals

The parties recite and declare:

- A. Lessor has space within it City Administration Building which may be used on limited basis for Socialization Activities of Senior Citizens in the Lowell, Arkansas area.
- B. Lessee desires to obtain space in the geographical area in which the building is located.
- C. The parties desire to enter a lease agreement defining all rights, duties, and liabilities of the parties.

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

## Section One Description of Premises

- A. Lessor owns a building at 216 North Lincoln Street in Lowell, Arkansas. This building is known as the City Administration Building for the City of Lowell.
- B. Lessor shall demise to lease a portion of the building located at 216 North Lincoln Street in Lowell, AR. The space within the City Administration Building known is known as the City Council Chambers for the City of Lowell. The City Council Chambers will be used Monday, Wednesday and Fridays between the hours of 9:00 A.M. and 11:30 A.M. The hours of usage of the Chambers may be extended so long as the extension is scheduled with the City of Lowell's Administration and does not cause disruption to other scheduled uses of the Building. Seniors must schedule special evening events with the City of Lowell's Administration.



# USE / LEASE AGREEMENT

## CITY OF LOWELL – CITY COUNCIL ROOM

### Section Two Purpose of Lease

- A. The premises demised under this lease agreement are to be used by lessee for the purpose of operating a Senior Citizens Socialization Site and all tasks related to such business.
- B. Lessee shall not use the demised premises for any illegal, immoral or ultra-hazardous activity, whether within or outside the scope of the business of lessee.

### Section Three Use and Responsibilities

- A. Lessee shall only use the demised space on Mondays, Wednesdays and Fridays from the hours of 9:00 A.M. to 11:30 A.M. unless prior arrangements are made with the City of Lowell's Administration.
- B. The demised space is to be used as a Socialization Site. The City of Lowell may approve other uses such as exercise programs. Lessor is to return the demised space to the condition it was in prior to the days activities beginning.
- C. No equipment is to be left in the demised facilities unless approval is obtained from the City of Lowell's Administration. No alterations are to be made to the demised space. Lessee is responsible for damage caused by lessee's use that is not the result of normal wear and tear.
- D. Lessor shall be responsible for all utilities to the demised space.
- E. Lessor shall be responsible for maintenance and upkeep of the demised space. Lessor shall maintain property insurance on the building and personal property owned by lessor.
- F. Lessee shall, during the term of this Lease, maintain public liability insurance on the leased premises and on the business operated by the lessee or any sub-tenant occupying the leased premises. The limits of such public liability insurance shall not be less than \$500,000.00 per each occurrence for bodily injury liability, with a \$1,000,000.00 aggregate. Lessee shall be responsible for any personal property kept in the demised space.

## USE / LEASE AGREEMENT CITY OF LOWELL – CITY COUNCIL ROOM

- G. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including, but not limited, to loudspeakers, phonograph or related electronic equipment, radios, or project sound outside of the leased premises.

### Section Four Term of Lease

- A. The term of this lease shall commence on or about January 15, 2009 and terminate December 31, 2014, unless earlier terminated by written notice or by breach of the terms and conditions of this lease agreement. Lease shall automatically renew for six month terms unless notice is given by Lessor of needed adjustment to this lease.
- B. This lease may be terminated by 30 days written notice by either party.
- C. Upon termination of lease lessee shall have 10 working days to remove any personal property.

### Section Five Rent

Lessee shall pay to City of Lowell Arkansas as rental for the full term of this lease, the sum of 280.00/Month

### Section Six Subletting

- A. It is the intent of the lessee to sublet the premises to the Service Provider with which lessee has a contract with for Benton County. All responsibilities of lessee shall be applied to the sublessee, but lessor shall also be responsible for all of its obligations under this lease, regardless of the subletting contemplated by this section, and shall in no event be released from its responsibilities or liabilities under this lease.

### Section Seven Music Licensing

- A. Lessee agrees that all music played will be played with permission and lessee warrants and promises that it is in possession of all licenses, memberships, permissions or other rights to use and play music or other

## USE / LEASE AGREEMENT CITY OF LOWELL – CITY COUNCIL ROOM

recordings. Lessee shall indemnify and hold harmless Lessor for any and all claims made by any artist or license holding company or other entity or person as a result of unauthorized playing of music on the leased premises. This indemnity shall include any and all costs of defense, attorneys' fees, damages or other costs related to such a claim.

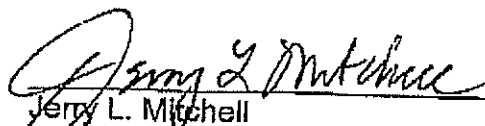
### Governing Law

- A. This Agreement must be construed in accordance with and governed by the laws of the State of Arkansas applicable to agreements made and to be performed wholly within such jurisdiction, without regards to the conflicts of laws provisions. If mediation of any dispute arising under this agreement is unsuccessful, any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Benton County or the United States District for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

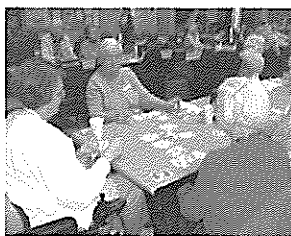
In witness thereof, each party to this lease agreement has caused it to be executed on the date indicated below.

Perry Long  
Mayor, City of Lowell, Arkansas

Date

  
Jerry L. Mitchell  
Executive Director, Area Agency on Aging of Northwest Arkansas

1/2/9  
Date



# January '09 Activities

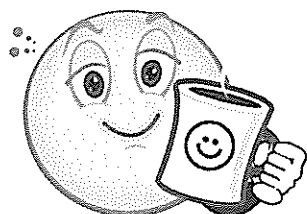
SUN	MON	TUES	WED	THUR	FRI	SAT
Contact Me, Susan Moore, At: 479-644-6017	Chick-Fil-A Bingo Every Monday At 9:00 a.m.	<p>We invite you to come join us in our new adventure. We are called the "Lowell Senior Activity Center? We will be meeting at the Lowell City Hall Bldg. 9:00 am 1:00</p>				
	5.					
Coming February 13th Trip to Pocola!	12.	13.	14. 9:00 Puzzles Dominoes & Cards Board Games 9:45 Exer- cise, 10:30 Bean Bag Baseball, 11:15 Lunch	15.	16. 9:00 Cards Dominoes Board Games 9:45 Exercise 10:30 Bean Bag Baseball 11:15 Lunch	I am so excited to have the opportunity to work with the City of Lowell, Office of Human Concern and the Area Agency on Aging - Helping me to Help You!
	19. Closed For Martin Luther King Day!	20. Tuesday Night On The Town! (Dinner Out) At 4:30	21. 9:00 Puzzles Dominoes/Cards Board Games 9:45 Exercise 10:30 Bean Bag Baseball 11:15 Lunch	22.	23. Puzzles Dominoes/Cards Board Games 9:45 Exercise 10:30 Bean Bag Baseball 11:15 Lunch	Susan Moore Site Manager
	26. 9:00 Cards Puzzles & Games 9:45 Exercise 10:30 Bean Bag Baseball 11:15 Lunch	27. Tuesday Night On The Town! (Dinner Out) At 4:30	28. 9:00 Puzzles Dominoes/Cards Board Games 9:45 Exercise 10:30 Bean Bag Baseball 11:15 Lunch		30. 9:00 Puzzles Dominoes/Cards Board Games 9:45 Exercise 10:30 Bean Bag Baseball 11:15 Lunch	

## Please Speak Out Seniors!!!

If you have any ideas or activities that you would like to see at Lowell's SAC, I would love to hear from you!! Please use the **Suggestion Box** in the Center, bring it to the attention of another participant or feel free to contact **Susan at 479-644-6017**.

## *Special Events*

This would be where any/all  
"Special Events"  
for the month would be located.



Coffee and refreshments served daily.



Perry Long  
(479)770-0023  
(479)841-1311 cell  
(479)770-2106 fax  
perry@lowellarkansas.gov

## Office of the Mayor

### Memorandum

TO: CITY COUNCIL

FROM: Mayor Long *PL*

DATE: December 31, 2008

RE: CHRISTIE CREEK SEWER LINE EXTENSION

Please review the attached memo regarding an agreement with the Springdale Water Commission to the cost distribution of the Christie Creek Sewer extension. I am asking your approval of execution of this agreement. After the bid process has been completed, we will look at funding of the project.

cc: Tom Kieklak  
Janette Lasater



# MEMO



**To: Rene Langston**  
**From: Perry Long**  
**Date: December 29, 2008**  
**Subject: Christie Creek Sewer Line Extension**

In agreement with the unanimous vote of the Springdale Water Commission on 12-17-08, the City of Lowell agrees to the following cost distribution of the Christie Creek Sewer extension: 57.5% Lowell and 42.5% Springdale Water.

It was further understood the agreement was based on Garver Engineering estimates as follows:

Construction Cost	\$700,625.00
Surveys, Design, Permits, etc.	74,000.00
Contingency	<u>163,925.00</u>
	\$938,550.00

In addition to the 57.5%/42.5% cost sharing, Lowell will provide easements to Springdale and Springdale will provide construction inspection.

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Perry Long, Mayor

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Chris Weiser  
Springdale Water Commission

## CHRISTIE CREEK SEWER LINE EXTENSION

December 16, 2008

Lowell	345 Acres	57.5%
Springdale	255 Acres	42.5%

Christie Creek Extension	Cost Estimate	\$938,550.00
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Lowell	57.5% =	\$539,666.00
Springdale	42.5% =	<u>\$398,884.00</u>
	<b>Total Cost</b>	<b>\$938,550.00</b>

### Note:

1. Lowell to provide easements to Springdale.
2. Construction Inspection to be provided by Springdale Water.

### How will Lowell Pay:

1. \$330,000.00 from Puppy Creek bond.  
(Springdale has approved this use.)
2. Remainder from land owners, developers and improvement bond.  
Existing sewer.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCES OF THE CITY OF LOWELL TO  
AMEND PLUMBING PERMIT AND INSPECTION FEES**

**WHEREAS**, the City Council of Lowell has been advised that the fees charged for inspection of plumbing, especially commercial plumbing, are in need of updating in order to fully and adequately recover the actual costs of commercial plumbing inspections;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOWELL, ARKANSAS:

**Section 1:** That **Section 8-955, Subparagraph (b)**, of the Code Ordinances of the City of Lowell, Arkansas is hereby amended to read as follows:

- (b) There are hereby established plumbing permit and inspection fees for all plumbing jobs in the City of Lowell. The fee schedule shall be as follows:

**RESIDENTIAL FEES**

<u>Item</u>	<u>Unit Cost</u>	<u>TOTAL</u>
BASE FEE		\$30.00
EACH FIXTURE, FLOOR DRAIN OR TRAP	\$2.50 EACH	
EACH SEWER YARD LINE	\$5.00 EACH	
EACH WATER YARD LINE	\$5.00 EACH	
EACH GAS YARD LINE	\$5.00 EACH	
EACH HOT WATER HEATER AND VENT	\$2.50 EACH	
IN HOUSE WATER PIPING	\$5.00 EACH	
IN HOUSE DRAINAGE PIPING	\$5.00 EACH	
BACK FLOW ADDITION (LAWN IRRIGATION)	\$2.50 EACH	

**COMMERCIAL FEES**

<u>Item</u>	<u>TOTAL</u>
BASE FEE	\$30.00
PLUS 1% OF JOB COST UP TO \$10,000.00	
PLUS .5% FROM \$10,001.00 TO \$20,000.00	
PLUS .25% FROM \$20,001.00 AND ABOVE	

The plumbing permit and inspection fee shall be paid at the time the plumbing permit is obtained.



**Section 2:** That all parts of Ordinances in conflict herewith are hereby repealed to the extent of the conflict. Should any portion of this Ordinance be deemed illegal and/or unconstitutional and/or held null and void, said findings and/or holdings shall not affect the other portions of this Ordinance and any portion of this Ordinance not so found shall remain in full force and effect.

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2009.

APPROVED:

\_\_\_\_\_  
PERRY LONG, Mayor

ATTEST:

\_\_\_\_\_  
JANETTE LASATER, City Clerk